

### **DEFENSE LOGISTICS AGENCY**

### HEADQUARTERS 8725 JOHN J. KINGMAN ROAD FORT BELVOIR, VIRGINIA 22060-6221

J-13

August 14, 2015

## MEMORANDUM FOR COLONEL KENTON RUTHARDT AND MR. TERRY DAY, CHIEF NEGOTIATORS AT DLA OKLAHOMA CITY, OKLAHOMA

SUBJECT: Locally Negotiated Agreement for Article 6, Use of Official Facilities and Services, between the Defense Logistics Agency (DLA) Oklahoma City, Oklahoma and the American Federation of Government Employees (AFGE) Local 916

The subject local agreement (attached), executed on July 22, 2015, has been reviewed pursuant to Article 38, Section 5 of the Master Labor Agreement (MLA) between DLA and AFGE Council 169. The local agreement is approved subject to the following understandings:

- Section 1D.D is approved with the understanding that such equipment and technology will be provided consistent with MLA Article 6, Section 1G, "as budget and equipment availability permit."
- Section 1D.E is approved with the understanding that DLA Union Steward access to DLA buildings is subject to management's internal security requirements and consistency with the MLA under Article 6, Section 1H.
- Section 2B.2 is approved with the understanding that release of employees to the union hall for meetings must concern representational matters (e.g., grievances), and not internal business of the union, consistent with 5 U.S.C. 7131(b).

If you have any questions on this matter, you may contact me at (703)767-6412 or DSN 427-6412.

DARRYL E. ROBERTS

Staff Director

Labor and Employee Relations

**Human Resources** 

Attachment

cc:

Mr. Frank Reinti, AFGE Council 169

# DLA OKLAHOMA CITY & AFGE COUNCIL 169 LOCAL 916 LOCAL AGREEMENTS ARTICLE 6 USE OF OFFICIAL FACILITIES AND SERVICES

### SECTION 1D: USE BY UNION

- A. The Employer will provide the Union with secure office space on base within DLA controlled facilities. The Union's office will be used for the exclusive use of the Union and will be easily accessible, providing for privacy. The Employer and Union agree that should additional office space be required, due to geographical necessity, it will be handled on a case by case basis as mission changes dictate.
- B. The Employer agrees that should the occasion arise necessitating the Union's business be relocated, office space will be provided that is at least equivalent to the space being vacated. The Employer will provide the Union with adequate notice and opportunity to bargain prior to the change.
- C. The Employer will provide DSN and Class A telephones for Union's use. The Employer will install them at the office space provided. Should any site have a need, the employer agrees to make telecommunication devices available for deaf, hard of hearing and speech impaired employees.
- D. The Employer will make available laptops/computers with full internet access, fax machine, scanner, copier, office furniture with lockable file cabinets and all operational supplies. When circumstances deem it necessary to improve communications between union officials and management, a cell phone/blackberry may be provided. If presently being provided, it will continue.
- E. The Employer agrees to provide and install/mount lockable bulletin boards next to, or near the Official Bulletin Board for Union use. Maintenance of keys will be the responsibility of the union. The Employer will provide all DLA Union Stewards access to DLA buildings.
- F. The Employer agrees to provide parking placards and parking space available for purposes of representing bargaining unit employees within the limitations of the host installation parking policies. Union office parking space will be assigned as close to the Union office as possible.

#### SECTION 2B: USE BY EMPLOYEES

Employer agrees to provide access to on-site health and fitness areas, which are determined by
host installation. DLA will not pay for fitness center memberships. Employer will further
provide smoking areas with protection from elements, within reasonable walking distance of
work area IAW DoD, applicable regulations and host installation directives. Access to
break/lunch rooms within reasonable walking distance of work area will be provided IAW host
installation.

1/2215 7-22-15 PATE TAD 2. The employer agrees due to privacy and security issues, to release employees to the union hall for meetings on union related issues to include travel time. (Minimum of 15 minutes travel time for travel to and from the union hall). For the Union 7-22-15

For Management